

5. TRUNKS

5.1 Unless otherwise agreed herein, Carrier and Telco will interconnect directly in each LATA in which they exchange Local Calls and Switched Access Services traffic. For delivery of mobile to land traffic, the Parties will Interconnect at each Tandem Switch or at each End Office Switch that subtends a Tandem Switch at which the Parties are not Interconnected.

5.2 Installation/Provisioning

5.2.1 Carrier will be responsible for designing, ordering and provisioning all Trunks for Carrier originated traffic. Telco will be responsible for designing, ordering and provisioning all trunks for Telco originated traffic. The default for Trunk facilities shall be one way and each party shall be responsible for their own facilities. In the event the parties mutually agree to jointly shared, bi-directional trunk groups, ~~100 % of the land to mobile traffic must traverse two way trunk groups in order to calculate reciprocal compensation for facilities owed by Telco,~~ and Carrier and Telco will jointly engineer and maintain the appropriate type of and sizing for Facilities and Trunks according to sound engineering practice, as mutually agreed to by the Parties.

5.2.2 Telco will provide non-discriminatory installation and maintenance intervals that are consistent with the like type services which it provides to itself.

5.2.3 Orders from Carrier to Telco to establish, add, change, or disconnect Trunks shall be submitted using Telco's applicable ordering system.

5.2.4 Orders that comprise a major project that directly impacts the other Party will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among Telco and Carrier work groups, including but not limited to the initial establishment of Interconnection in an area, designated NPA-NXX relocations, re-homes, Facility grooming or major network rearrangements.

5.3 Servicing

5.3.1 The Parties will jointly manage the capacity of all Trunk Groups. For jointly provided bi-directional trunks Telco will send a request to Carrier to trigger changes Telco desires to the Trunk Groups based on Telco's capacity assessment. Carrier will issue an ASR to Telco's Wireless Interconnection Service Center.

5.3.2 Carrier may also initiate a change to the Trunk Group based on Carrier's assessment of capacity.

5.3.2.1 Within ten (10) Business Days after receipt of the request, upon review of and in response to Telco's request; or

5.3.2.2 At any time as a result of Carrier's own capacity management assessment, to begin the provisioning process.

Each Party will be responsible for engineering and maintaining its network and any Facilities and Trunks it provides. Each ~~party~~ Party shall cooperate so as to not degrade the network of the other party. ~~Network blockages exceeding those set forth in 5.4.1 and 5.4.2 shall be remedied in 60 days or the party~~ Party responsible shall forego reciprocal compensation associated with the defaulting network/facilities. ~~When one party's Bit Error Rate on digital facilities exceeds 10 to the 8 over 15 consecutive minutes or there are ten (10) or more severely erred seconds in any given twenty four (24) hour period (Bellcore (Telecordia) standards) that party shall remedy the situation within forty eight (48) hours or forego reciprocal compensation and shall pay penalties until the condition is remedied.~~

~~5.3.45.3.3~~ When Carrier incurs separate charges for Trunks, Carrier shall, upon request, be credited an amount for the period during which Trunks are out of service in accordance with Telco's applicable state Switched Access Services tariff for Feature Group D service.

5.4 Design Blocking Criteria

5.4.1 Forecasting trunk projections and servicing trunk requirements for Interconnection Trunk Groups shall be based on the average time-consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final Trunk Groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements.)

5.4.2 The engineered blocking objective for common transport Trunk Groups (CTTG) from Telco End Office Switches to the access Tandem Switch is one-half of one percent (0.5%). The engineered blocking objective for alternate final (AF) Trunk Groups from Telco End Office Switches to the local Tandem Switch is one percent (1%). The engineered blocking objective for direct Trunk Groups from Telco End Office Switches to Carrier's MSC is one percent (1%) for direct final (DF) Trunk Groups and economic ccs for primary high usage groups. The engineered blocking objective for the Trunk Group from the Telco Tandem Switch to the Carrier's MSC is one percent (1%).

5.4.3 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the foregoing blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective. ~~Failure by either party to meet the design criteria for any 60 day period by failing to augment either their own internal network or the interconnecting facilities within 90 days after such network congestion is identified in writing shall be cause for the failing party to forego their reciprocal compensation for that period of time and to pay penalties equal to the foregone reciprocal compensation.~~

5.4.4 Direct Trunking of Carrier Traffic. If the traffic from Carrier's Network to any Telco Tandem Switch destined for any other Telco switch or third party switch requires twenty-four (24) or more Trunks, then (a) in instances where the traffic is destined for a Telco switch, the Parties shall, within sixty (60) Days, establish a two-way (where such is available) direct End Office Trunk Group; and (b) in instances where the traffic is destined for a third party switch, Carrier shall exercise best efforts to establish direct interconnection with that third party within sixty (60) Days or as soon thereafter as possible, and thereby to cease transiting through Telco's Tandem Switch traffic destined for that third party switch.

5.4.4.5 If a Trunk Group is under seventy-five percent (75%) of busy hour ~~CCS~~centum call seconds (ccs) capacity on a monthly average basis for each month of any consecutive six (6) month period, either Party may contact the other to discuss resizing the Trunk Group. Neither Party will unreasonably refuse a request to resize the Trunk Group.

5.4.4.6 Each Party shall provide the other with a specific point of contact for planning, forecasting, and Trunk servicing purposes.

6. TRUNK FORECASTING

6.1 To permit orderly growth and network management, Carrier shall forecast the volume of traffic of each Trunk associated with each POI. Carrier forecast information must be provided to Telco upon request, as often as twice a year. When extraordinary changes are anticipated, Carrier shall provide additional timely forecasts to account for such changes. The forecasts shall include:

6.1.1 Yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem Switch Authorized Services Interconnection Trunks and Tandem-subtending Authorized Services Interconnection End Office Switch equivalent Trunk requirements) for two (2) years (current year and one (1) additional year) by quarter;

6.1.2 Identification of each Trunk by the from and to Common Language Location Identifiers ("CLLI"), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

6.1.3 A description of major system projects. Major system projects include Trunking or system rearrangements, shifts in anticipated traffic patterns, or other activities by Carrier that are reflected by a significant increase or decrease in Trunk demand for the following forecasting period.

7. COMPENSATION FOR LOCAL AUTHORIZED SERVICES INTERCONNECTION

7.1 Compensation rates for Interconnection are contained in Appendix Pricing (Wireless).

7.2 Compensation for Local Calls Transport and Termination. Subject to the limitations set forth below in Section 7.3, Telco shall compensate Carrier for the transport and termination of Local Calls originating on Telco's network and terminating on Carrier's network. Carrier shall compensate Telco for the transport and termination of Local Calls originating on Carrier's network and terminating on Telco's network. Both ~~Parties~~parties shall charge the other ~~Party~~party only for Completed Calls. The rates for this reciprocal compensation are set forth in Appendix- Pricing (Wireless).

7.3 Traffic Not Subject to Reciprocal Compensation

7.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Local Calls, which shall not include, without limitation, the following:

7.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);

7.3.1.2 Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;

7.3.1.3 Transit Traffic;

7.3.1.4 Paging Traffic;

7.3.1.5 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

7.3.2 The Parties agree that ESP/ISP traffic between them, if any, is presently de minimis. At such time as either Party can economically track and measure such traffic, such Party may remove such traffic from the calculation of reciprocal compensation between the Parties by providing to the other Party appropriate evidence of the existence of such traffic. Records will be retained of all such removed traffic. Upon the conclusion of FCC proceeding CC Docket No. 99-68, the compensation rate established in that proceeding applicable to ESP/ISP traffic (or, if no such rate is established in that proceeding, a compensation rate otherwise established pursuant to the requirements of such proceeding) shall be applied to all removed traffic as described above.

7.4 Measuring Calls as Local Calls. In order to measure whether traffic comes within the definition of Local Calls for purposes of calculating reciprocal compensation, the Parties agree as follows:

7.4.1 For Telco, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.

7.4.2 For Carrier, the origination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the beginning of the call.

7.5 Billing And Recording

7.5.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective Customers. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this

Agreement. The Parties recognize that Carrier currently may not have the technical systems in place to measure and bill Telco pursuant to this Agreement. To the extent that Telco does not record the actual amount of Telco-to-Carrier traffic, exclusive of Third Party Traffic (as defined in Section 7.5.2 below), and Carrier does not have the ability to measure and bill the actual amount of Telco-to-Carrier traffic, Carrier shall bill Telco the charges due as calculated and described in Sections 7.5.2 and 7.5.3.

7.5.2 When Telco does not record the actual amount of Telco-to-Carrier traffic, exclusive of Third Party Traffic or have any other means of validating Telco-to-Carrier traffic, and Carrier does not have the ability to record the actual amount of such Telco-to-Carrier traffic, the Parties agree to use a factor to determine the amount of Telco-to-Carrier traffic. For purposes of this section, Third Party Traffic means any traffic which originates from Telecommunications Carriers other than Telco including, but not limited to, Transit Traffic, ported number traffic, call forwarded traffic from a third party LEC, and traffic originated by other Telecommunications Carriers using partial number blocks, InterMTA traffic, and IXC traffic. The factor calculation shall assume a 70/30 percentage split of traffic (70% mobile-to-land and 30% land-to-mobile) and shall be calculated by dividing the measured mobile-to-land traffic terminating to Telco by 70% to reach a quotient representing 100% of all traffic and then subtracting the mobile-to-land from the resulting quotient to determine the land-to-mobile traffic volume.

5.7.3 When Carrier uses the billing method set forth in Section 7.5.2, Carrier shall use the Telco invoice to identify the Telco CLLI codes from which the traffic is delivered to Carrier as well as the number of Conversation MOU for each inbound Trunk route. All adjustment factors and resultant adjusted amounts shall be shown for each line item.

8. ~~TRANSITING SERVICE~~ TRANSITING SERVICE

8.1—Description. Transiting Service will be provided by Telco. Telco's Transiting Service allows Carrier to send traffic to a third party network through Telco's Tandem Switch and to receive traffic from a third party network through Telco's Tandem Switch. ~~A Transiting rate that consists of Tandem Switching plus Common Transport mileage as appropriate to the third party's switch shall apply.~~ Service rate applies to all Conversation MOUs between ~~Carrier's~~ Carrier's network and ~~a third party's~~ party's network that transits ~~Telco's~~ Telco's network. ~~The rate Telco shall charge for Transiting is specified in Appendix Pricing.~~ Carrier is responsible for payment of the appropriate Telco ~~rate for Transit traffic~~ Transiting Service rates on Transit Traffic originating on its network delivered to ~~Telco~~.

- 8.1 Telco, unless otherwise specified. Telco's Transiting Service rate is only applicable when calls do not originate with (or terminate to) Telco's Customer. The rates that Telco shall charge for Transiting Service are outlined in Appendix – Pricing (Wireless). Carrier shall deliver traffic to be handled by Telco's Transiting Service to Telco's Tandem Switch(es).
- 8.2 Billing. Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOUs representing Transit Traffic. If Carrier does not record and identify the actual amount of Transit Traffic delivered to it through Telco's Transiting Service, then Carrier shall deduct from the amount of total Conversation MOUs on its bill to Telco for reciprocal compensation a percentage that is equal to the percentage on Telco's bill for the same time period that Transit Traffic minutes bear to the total billed Conversation MOUs. This adjustment will account for Transit Traffic delivered to Carrier by Telco.
- 8.3 8.2—Non-Transit Traffic. Carrier shall not route over the Interconnection Trunks provided herein terminating traffic from a third party IXC destined for an End Office Switch in Telco's network. Carrier shall not deliver traffic to Telco under this Agreement from a non-CMRS Telecommunications Carrier.
- 8.4 Direct Connect. Where Telco has in place direct Interconnection Trunks employing Type 2A interface to a Carrier MSC, Telco shall use reasonable efforts not to, but may deliver calls destined to terminate at that Carrier MSC via another Telecommunications Carrier's Tandem Switch.
- 8.5 8.3—Third Party Arrangements. Carrier shall establish billing arrangements directly with any third party Telecommunications Carriers to which it may send traffic by means of Telco's Transiting Service. In the event that Carrier does send traffic through Telco's network to a third party Telecommunications Carrier with whom Carrier does not have a traffic interchange agreement, and such third party Telecommunications Carrier makes a Claim against Telco for compensation, Telco will advise both Carrier and the third party Telecommunications Carrier that they need to resolve the matter between themselves. If Telco does so, then Carrier will indemnify Telco for any termination charges Telco subsequently is ordered by a regulatory agency or court to pay such third party Telecommunications Carrier for such traffic, and for any billing and collection costs, and attorneys' fees related to those termination charges. In the event of any such proceeding, Telco agrees to allow Carrier to participate as a party.
- 8.6 8.4—Indirect Termination. If either Party originates traffic destined for termination to the other Party, but delivers that traffic to the other Party through another Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in Appendix – Pricing (Wireless) to the originating party. The originating Party shall also be responsible for paying any ~~Transiting service~~Service charges, if any, charged by the other Telecommunications Carrier. Carrier shall not charge Telco when Telco provides Transiting Service for calls terminated to Carrier. ~~Telco shall not charge Carrier~~

~~when Carrier provides Transiting for calls terminated to Telco. Neither shall Carrier default bill Telco when Telco provides Transiting Service for unidentified traffic terminating to Carrier, except as provided in Section 8.6. Carrier, unless otherwise provided for in this Agreement.~~

- 8.7 Toll Pool. Notwithstanding anything contained herein to the contrary, when Telco is the primary toll carrier for an independent LEC in the State and such independent LEC originates a call that terminates on Carrier's network, Carrier will bill, and Telco will pay, compensation to Carrier for toll traffic originating from such independent LEC and terminating on Carrier's network as though the traffic originated on Telco's network. ~~Telco shall provide Carrier documentation of such arrangements and when such arrangements are configured with Multi-Frequency (MF) signaling Telco shall provide Carrier with a transiting report for such traffic.~~

9. TERMS AND COMPENSATION FOR USE OF FACILITIES

- 9.1 Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a third party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to tariff or separate contract. Facilities between the Parties' respective networks will not be provided pursuant to this Agreement. ~~Where Carrier leases Transport Facilities solely for Local Interconnection from Telco, Telco will provide those facilities at the Commission approved cost based pricing. If Telco has not included these Facilities in its Cost Docket Proceedings Telco shall use the price of unbundled network elements as a proxy.~~
- 9.2 Except when a Type 1 interface is employed, in which case analog Facilities may be used, the Parties will connect their networks using digital Facilities of at least DS-1 transmission rates.
- 9.3 The following shall apply solely for Facilities dedicated for transport of Interconnection traffic.
- 9.3.1 Each Party reserves the right to discontinue the use, for delivering Interconnection traffic from its network, of all, or a portion, of the Facilities provided by the other Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to term and notice provisions. Nothing herein will obligate Telco to reimburse Carrier for Facilities obtained from a third party unless Carrier purchases Facilities from a third party and Telco utilizes such Facilities for the transport of traffic originating on the Telco network.

- 9.3.2 Absent agreement of the Parties to the contrary, the cost of shared Facilities and Trunks, when Facilities of DS1 or smaller are dedicated to provide traffic under this Agreement, will be split between the Parties either on relative actual traffic volumes (if the Parties can measure actual traffic volumes in both directions) or, in the absence of actual traffic measurement capabilities, according to the 70/30 algorithm described in 7.5.2-Section 7.5.2.
- 9.3.3 Originating Party Provides Its Own Facilities and/or Trunks. When a Party uses its own Facilities and/or Trunks (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties) to deliver Interconnection traffic originating on its network to the POI, such Party shall provide such Facilities and/or Trunks at its sole cost and expense and no compensation shall be due to the other Party. Such self provisioning shall be the default unless Parties mutually agree to jointly provisioned Trunks. If the parties do not agree to jointly provided Trunks the Parties will have a maximum of six (6) months to provision their own Facilities. Until the Parties are actually operational under their own Facilities the party utilizing the other party's Facilities shall compensate the other at the rate described in Section 9.3.4. Carrier initiated nonrecurring charges for terminating Telco provided facilities shall mirror Telco nonrecurring rates for terminating Carrier provided facilities.
- 9.3.4 Originating Party Uses Terminating Party's Facilities. When a Party uses Facilities and/or Trunks dedicated to the transmission of Authorized Services traffic between the Parties' two networks, which are provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from third parties), to deliver Interconnection traffic originating on its network, and such Facilities and/or Trunks are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities and/or Trunks incurred by the other Party under this Agreement based upon the provisions in 9.3.3 and this section. Parties agree to share the cost of jointly used Facilities provided by Carrier. Carrier shall bill and Telco shall pay Carrier at a rate representative of a DS1 equivalent traffic based upon 200,000 MOUs over a single month. Carrier's rate shall approximate its average cost of a DS1 over tariffed DS1 and DS3 ~~facilities~~ Facilities and high speed contract ~~facilities~~ Facilities, if mixed use ~~facilities~~ Facilities are designated by Carrier to carry local interconnection ~~traffic~~. Carrier's Interconnection traffic. Carrier's rate is specified in ~~Appendix - Pricing~~ Appendix - Pricing (Wireless) and is expressed as both a monthly figure ~~or and~~ as an MOU additive. Telco may choose its method of payment. Where trunks are bi-directional Telco shall pay Carrier for an

~~equivalent DS1 for each 200,000 MOUs of Land-to-Mobile traffic, which~~
method outlined in Appendix- Pricing (Wireless) it wishes to use. These
rates are Carrier-specific; any other carrier adopting this Agreement must
supply its own Carrier-specific data to support its rate. Land-to-Mobile
traffic may be derived from the 70/30 algorithm or based upon actual
measurements. Nonrecurring charges for joint use ~~facilities~~Facilities will
be split by the two parties based upon the percentage use of the
~~facilities~~Facilities. Carrier initiated nonrecurring charges for the work
required on its side shall mirror Telco nonrecurring rates.

10. BILLING AND PAYMENT

10.1 Charges and Payment.

- 10.1.1 Each Party agrees to pay the other all undisputed billed amounts by the earlier of (i) the payment date, which may be set no earlier than thirty (30) Days after the bill date, or (ii) the next bill date (i.e. the same date in the following month as the bill date). The undisputed portions of all bills are to be paid when due. All Facilities and serving arrangement charges shall be billed monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, in which case charges will be included in the next bill rendered. If the date on which a bill is due as provided above is on a Day other than a Business Day, payment will be made on the next Business Day. Payments will be made in U.S. dollars.
- 10.1.2 Usage-sensitive charges hereunder shall be billed monthly in arrears by both Parties.
- 10.1.3 All non-usage-sensitive monthly charges shall be billed by Telco monthly in advance, except those charges due for the initial month, or a portion of the initial month during which new items are provided, will be included in the next bill rendered.
- 10.1.4 All Facilities charges owed to Carrier by Telco under Section 9.3.4, above, shall be billed by Carrier to Telco thirty (30) Days following receipt by Carrier of Telco's invoice.
- 10.1.5 Late Payment Charge. Bills will be considered past due thirty (30) Days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available U.S. funds. If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid

balance. The late payment charge will be as set forth in Telco's applicable state tariff. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of Days from the Bill Due Date to and including the date that payment is actually made.

10.1.6 **Billing Disputes.** The billed Party has sixty (60) Days after the receipt of the invoice to officially dispute, in writing, the charges which have been withheld from the billing Party. Such billing dispute will include specific invoice and dispute detail for the billing Party to be able to properly investigate the dispute. If the appropriate billing contacts are unable to resolve the dispute within sixty (60) Days after receipt of the written billing dispute, the issue may be escalated to appropriate business representatives who will then have thirty (30) Days to resolve the dispute. In the event that the billing dispute cannot be resolved by the appropriate business representatives, either Party may commence a dispute resolution in accordance with the Dispute Resolution provisions set forth in this Agreement.

10.1.7 **Backbilling.** Charges for all services or Trunks provided pursuant to this Agreement may be billed by the billing Party for up to one (1) year after the initial date such item was furnished. This Section shall not apply to backbilling that would be appropriate where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.

10.1.8 **Backcredits.** Neither Party may request credit for any billing by the other Party pursuant to this Agreement more than one (1) year after the date of the bill on which the service or Trunk was billed. Any such request will be in writing and contain sufficient detail to allow the other Party to properly investigate the request. If the request for credit leads to a billing dispute, such dispute shall be handled in accordance with Section 10.2.6 above. This Section shall not apply to requests for credit in the following situations: when the true-ups are provided for in this Agreement, or where changes are not evident other than through an audit pursuant to Audit provisions of this Agreement.

10.1.9 **Tariffed Items.** Where charges specifically refer to tariffed rates, then those tariffed rates and those alone shall be deemed amended to conform to any authorized modifications that may hereafter occur to those tariffed rates. Such amendments shall become effective upon the effective date of tariff modification.

10.2 Invoices

10.2.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic. Reciprocal compensation invoices from Carrier shall contain detail to substantiate billed traffic which originates from Telco's network.

10.2.2 Parties agree that each will perform the necessary call recording and rating for its respective portions of an exchanged call in order to invoice the other Party.

10.2.3 Invoices between the Parties shall include, but not be limited to the pertinent following information.

- Identification of the monthly bill period (from and through dates)
- Current charges
- Past due balance
- Adjustments
- Credits
- Late payment charges
- Payments
- Contact telephone number for billing inquiries

The Parties will provide a remittance document with each invoice identifying:

- Remittance address
- Invoice number and/or billing account number
- Summary of charges
- Amount due
- Payment due date (at least thirty (30) Days from the bill date)

10.2.4 Invoices between the Parties will be provided on paper and will be the primary bill, unless a mechanized format is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.

10.2.5 Invoices will be based on Conversation MOUs for all completed calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.

10.2.6 When Telco is unable to bill for Facilities and/or Trunks based on the Parties proportionate use, Carrier will bill Telco under separate invoice for Telco's proportionate share of Facilities and/or Trunks, as stated within Section 9.3.

10.2.7 Carrier will bill Telco by LATA, by state, based on the terminating location of the call. Carrier will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between Telco and Carrier takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. Telco will bill Carrier by LATA and by the End Office/Tandem Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs, for each terminating office.

10.3 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.

11. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE TRAFFIC

11.1 This Section 11 provides the terms and conditions for the exchange of traffic between Carrier's network and Telco's network for Switched Access Services to IXC's, thus enabling Carrier Customers to access IXC's for the transmission and routing of interMTA and interLATA calls.

11.2 IXC Traffic

11.2.1 Carrier may send traffic to IXC's via Type 2A interface utilizing FGD protocol.

11.2.2 If traffic is handed from Telco directly to an IXC, from Carrier directly to an IXC, from Carrier to an IXC via Trunks with Type 2A interfaces, or from an IXC directly to Telco, access charges shall not apply to Carrier.

11.2.3 When used in the Carrier to Telco direction, Trunks employing a Type 2A interface may be provided to a Telco Tandem Switch to transport calls from Carrier's premises to an IXC's Switched Access Services Feature Group D service at the same Tandem Switch.

11.2.4 When the Parties provide an access service connection ~~Switched Access Service~~ between an IXC and each other, each ~~party~~ Party will provide its own access service to the IXC. Each ~~party~~ Party will bill its own ~~access services rates to the IXC pursuant~~ Switched Access Services rates to the IXC. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, Issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and Switched Access Summary Usage Data to bill for jointly provided service, such as ~~switched access. The Parties agree to~~ Switched Access Service. The Parties shall provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each Party shall provide the other Party the billing name, billing address, and carrier identification code

(CIC) of the IXC's that may utilize any portion of ~~either Party's~~ that Party's network in order to comply with the ~~MPB~~ Meet Point Billing ("MPB") Notification process as outlined in the MECAB document.

11.2.5 THIS SECTION 11.2.5 APPLIES ONLY IN ILLINOIS, INDIANA, MICHIGAN, OHIO AND WISCONSIN. This arrangement requires a separate Trunk Group employing a Type 2 interface. When Telco is not able to record Carrier-originated traffic to an IXC, Carrier will also provide to Telco, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXC's from Carrier's network using Trunks employing a Type 2A interface.

11.3 InterMTA Traffic

11.3.1 For the purpose of compensation between Telco and Carrier under this Agreement, InterMTA Traffic is subject to the rates stated in Appendix – Pricing (Wireless).

11.3.2 As of the Effective Date hereof, the Parties cannot accurately measure the amount of Carrier-to-Telco InterMTA traffic delivered by Carrier to Telco through the Trunks provided for herein. Accordingly, for purposes of this Agreement, the Parties agree that ~~five~~twelve percent (~~5%~~)(12%) of the Carrier-to-Telco traffic delivered by Carrier to Telco through the Trunks provided for herein shall be deemed InterMTA traffic. No amount of Telco-to-Carrier traffic shall be deemed InterMTA traffic. Notwithstanding the foregoing, should either Party provide to the other Party State-specific, Carrier-specific network engineering information, a State-specific, Carrier-specific InterMTA Traffic study, and/or other support in complete and appropriate form (determined in good faith) ("InterMTA Traffic Information"), the Parties shall use such InterMTA Traffic Information to negotiate in good faith a mutually acceptable percentage of Carrier-to-Telco traffic delivered by Carrier to Telco that is deemed InterMTA traffic. If such InterMTA Traffic Information is provided within ninety (90) days after this Agreement is executed by duly authorized representatives of both Parties, then any revised percentage of Carrier-to-Telco traffic deemed InterMTA traffic, which is derived using such InterMTA Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, such revised percentage of Carrier-to-Telco traffic deemed InterMTA ~~traffic~~Traffic, which is derived using such InterMTA ~~æ~~ Traffic Information, shall be effective as of the date such InterMTA Traffic Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any revised percentage of Carrier-to-Telco traffic deemed InterMTA ~~traffic~~Traffic that becomes effective during the Initial Term of

this Agreement will remain in effect during the Initial Term hereof. After the expiration of the Initial Term, the percentage of Carrier-to-Telco traffic deemed InterMTA ~~traffic~~ Traffic during the Initial Term shall remain in effect thereafter until either Party provides new InterMTA Traffic Information to the other Party. In such case, the Parties shall use the new InterMTA Traffic Information to renegotiate in good faith a new revised percentage of Carrier-to-Telco deemed InterMTA Traffic. Renegotiation of the percentage of Carrier-to-Telco traffic deemed InterMTA traffic after the Initial Term shall occur no more frequently than once every twenty-four (24) months.

11.3.3 Pursuant to the procedure established in Section 11.3.2 hereof regarding the use of State specific network engineering information, State specific InterMTA Traffic studies, and/or other support to establish the percentage of traffic exchanged hereunder deemed InterMTA Traffic, Carrier has provided Telco during the negotiation of this Agreement with certain confidential network traffic information relating to Carrier's network architecture, including, but not limited to, information regarding the degree to which Toll Free Services are delivered over separate Facilities obtained by Carrier, the degree to which Carrier has established direct connections with other Telecommunications Carriers for Authorized Service traffic in the State, and the coverage and nature of Carrier's Authorized Services in the State. Based on such confidential network traffic information and certain other information otherwise known to Telco and notwithstanding the InterMTA Traffic percentage stated in Section 11.3.2, the Parties agree that the revised percentage of Carrier to Telco traffic exchanged hereunder deemed to be InterMTA Traffic shall be five percent (5%), which percentage shall be effective during the Initial Term and thereafter until modified as provided in Section 11.3.2.

12. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

12.1 Ancillary Services Traffic.

~~12.1.1~~ 12.1.1 When delivering Ancillary Services traffic to Telco, Carrier must use at least one connection in each LATA dedicated solely for Ancillary Services traffic. The connection used must be an Ancillary Services Connection.

12.1.2 Notwithstanding Section 12.1.1, Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk employing a Type 2A interface to a Telco Operator Services Switch.